

collective-bargaining representative of the unit. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which was effective by its terms from March 30, 2014, through March 29, 2017, and thereafter extended to June 4, 2018.

At all material times, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the unit.

At various times from November 11, 2019, through January 27, via email, the Union requested that the Respondent meet and bargain with it for the purposes of negotiating a successor collective-bargaining agreement with respect to wages, hours, and other terms and conditions of employment.

During the period described above, the Respondent has failed and refused to bargain with the Union as the exclusive collective-bargaining representative of the unit.

Since about October 2, 2020, the Union has requested by e-mail and by private carrier that the Respondent furnish it with the following information:

1. A copy of any and all financial documents for the last three years, including but not limited to:
 - (a) A copy of the last three (3) fiscal years complete financial statements accounts' report and note
 - (b) 2019 complete LM-2 tax returns with all schedules
 - (c) 2019 complete 990 income tax returns with all schedules
 - (d) A copy of the most current interim financial statements
2. A copy of details regarding related-party transactions and entities, such as:
 - (a) Equipment used by the Local
 - (b) Real estate used by the Local
 - (c) Loans receivable from officers
 - (d) Loans payable due to officers
 - (e) Automobile used by offices (including any auto allowances)
3. Projections for future operations that may have been prepared
4. Minutes of any and all meetings for the last three (3) years
5. Bank reconciliation, bank statements and cancelled checks for the last three (3) years

6. Cash receipt journal for the last three (3) years
7. Cash disbursement journal for the last three (3) years
8. General ledger for the last three (3) years
9. Payroll records and payroll tax returns for the last three (3) years
10. A copy of any and all checks issued by the Local for the last three (3) years

On about January 28, 2021, the Union, by email, renewed its request that the Respondent furnish the information, as described above.

The information requested by the Union is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the unit.³

From about October 2, 2020, to January 14, 2021, the Respondent unreasonably delayed in furnishing the Union with the information it requested in paragraphs 1(b) and (c), as described above.

Since about October 2, 2020, the Respondent has failed and refused to furnish the Union with the information it requested in paragraphs 1(a) and (d), and paragraphs 2—10, as described above.

CONCLUSION OF LAW

By the conduct described above, the Respondent has been failing and refusing to meet and bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act. The unfair labor practices of the Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically, having found that the Respondent violated Section 8(a)(5) and (1) by failing and refusing to bargain with the Union for the purposes of negotiating a successor agreement, we shall order it to cease and desist, to bargain on request with the Union, and, if an understanding is reached, to embody the understanding in a signed agreement.

Further, having found that the Respondent violated Section 8(a)(5) and (1) by refusing to furnish and by

³ The general financial information sought by the Union is not presumptively relevant. However, by failing to file an answer, the Respondent admitted that the requested information "is necessary for, and relevant to, the [Union's] performance of its duties as the exclusive

collective-bargaining representative of the Unit," as the complaint alleges. See, e.g., *Joy Luck Palace Inc. d/b/a Joy Luck Palace Restaurant*, 368 NLRB No. 108, slip op. at 3 (2019); *UNY LLC d/b/a General Super Plating*, 367 NLRB No. 113, slip op. at 2 (2019).

unreasonably delaying in furnishing the Union with requested information that is necessary for and relevant to its role as the exclusive collective-bargaining representative of the unit, we shall order the Respondent to timely furnish the requested information.

ORDER

The National Labor Relations Board orders that the Respondent, Local #295, Detroit District Area, American Postal Workers Union (APWU), AFL-CIO, Detroit, Michigan, its officers, agents, and representatives, shall:

1. Cease and desist from

(a) Failing and refusing to bargain in good faith with Local 243, International Brotherhood of Teamsters (IBT) (the Union) as the exclusive collective-bargaining representative of the employees in the bargaining unit.

(b) Failing and refusing to furnish and unreasonably delaying in furnishing the Union with requested information that is necessary for and relevant to the performance of its functions as the collective-bargaining representative of the Respondent's unit employees.

(c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) On request, bargain with the Union as the exclusive collective-bargaining representative of the employees in the following appropriate unit concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement:

All full-time and regular part-time secretaries 1 and 2, as referenced in Schedule A, Article 1, Section 1 of the parties' March 30, 2014 through March 29, 2017 collective bargaining agreement.

(b) Furnish the Union in a timely manner the information requested by the Union in paragraphs 1(a) and 1(d), and paragraphs 2—10, as described above, since about October 2, 2020.

(c) Post at its facility in Detroit, Michigan copies of the attached notice marked "Appendix."⁴ Copies of the notice, on forms provided by the Regional Director for

Region 7, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. The Respondent shall take reasonable steps to ensure that the notices are not altered, defaced, or covered by any other material.

(d) Within 21 days after service by the Region, file with the Regional Director for Region 7 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.⁵

Dated, Washington, D.C. August 2, 2021

Lauren McFerran, Chairman

Marvin E. Kaplan, Member

John F. Ring, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

⁴ If the facility involved in these proceedings is open and staffed by a substantial complement of employees, the notices must be posted within 14 days after service by the Region. If the facility involved in these proceedings is closed due to the Coronavirus Disease 2019 (COVID-19) pandemic, the notices must be posted within 14 days after the facility reopens and a substantial complement of employees have returned to work, and the notices may not be posted until a substantial complement of employees have returned to work. Any delay in the physical posting of paper notices also applies to the electronic distribution of the notice if the Respondent customarily communicates with its employees by electronic means. If this Order is enforced by a judgment of a United States

court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

⁵ To remedy the Respondent's unfair labor practices, the Acting General Counsel additionally requests a bargaining schedule and that written progress reports regarding the status of negotiations be provided to the Region. Because we find that the remedies provided in the Order are sufficient to effectuate the policies of the Act, we deny his request for these extraordinary remedies.

FEDERAL LAW GIVES YOU THE RIGHT TO

- Form, join, or assist a union
- Choose representatives to bargain with us on your behalf
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities.

WE WILL NOT fail and refuse to bargain collectively and in good faith with Local 243, International Brotherhood of Teamsters (IBT) (the Union) as the exclusive collective-bargaining representative of our unit employees.

WE WILL NOT refuse to provide or unreasonably delay in providing the Union with requested information that is necessary for and relevant to the performance of its duties as the exclusive collective-bargaining representative of our unit employees.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

WE WILL, on request, bargain with the Union as the exclusive collective-bargaining representative of our employees in the following appropriate unit concerning terms

and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement:

All full-time and regular part-time secretaries 1 and 2, as referenced in Schedule A, Article 1, Section 1 of the parties' March 30, 2014 through March 29, 2017 collective bargaining agreement.

WE WILL furnish the Union in a timely manner the information requested by the Union on about October 2, 2020.

LOCAL #295, DETROIT DISTRICT AREA,
AMERICAN POSTAL WORKERS UNION
(APWU), AFL-CIO

The Board's decision can be found at www.nlrb.gov/case/07-CA-270953 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

